

# General Conditions DPD Web Parcel

## DPD (Belgium) NV

### Version 01/03/2017



#### 1. DEFINITIONS AND APPLICABLE PROVISIONS

DPD (Belgium) NV and DPD (Luxembourg) SARL, hereinafter referred to as "DPD", offer private customers and small business customers the option of entrusting parcels for shipment to DPD in a simple way. The customer inserts the parcel details, prints and applies the label onto the parcel and he presents the parcel in a DPD Pickup ParcelShop. The parcel then enters into the circuit of the DPD network.

A DPD Pickup ParcelShop is a distribution point in an external shop or entity recognizable by its logo and brand name, and contractually authorized to receive, handle, store and deliver DPD Parcels. The list of DPD Pickup ParcelShops is available online.

The herein described services are exclusively reserved for the European destinations explicitly mentioned online. They are (even when an exclusion of shipping is applicable) subject to the current conditions, the provisions of the Geneva Convention of 19 May 1956 (CMR) and Belgian law (for DPD (Belgium) NV) or Luxembourg law (for DPD (Luxembourg) SARL). The use of the DPD Web Parcel service implies the recognition of these general conditions, which are available in any distribution office and online on the before mentioned website. The general and special conditions of other DPD services (B to B and B to C) do not apply on the DPD Web Parcel service.

#### 2. DESCRIPTION OF THE DPD WEB PARCEL SERVICE – ONLINE VERSION

The customer is directed in a few steps through the mandatory completing of the necessary shipping details for DPD on the webpage [www.dpdwebparcel.be](http://www.dpdwebparcel.be) or [www.dpdwebparcel.lu](http://www.dpdwebparcel.lu)

- STEP 1: Details of shipment: country of destination, value and contents of the parcel;
- STEP 2: details of the sender and of the addressee. The sender may choose to ship to the home address of the addressee or directly to a DPD Pick-up Parcelshop nearby. The sender may choose to register as a private or business customer. In the former case, he will receive an order confirmation, in the latter case an invoice. In addition, business customers are given the possibility to create a profile.
- STEP 3: on the basis of the information provided, DPD automatically displays the price for the contemplated shipment (VAT incl.), after which the sender can either cancel the order or agree to the DPD Web Parcel terms and conditions as well as to the processing of his personal data. DPD hereby undertakes not to process such personal data for any purposes other than the electronic processing and management of the contemplated shipment. A more extensive data protection statement is available at [www.dpdwebparcel.be](http://www.dpdwebparcel.be) and [www.dpdwebparcel.lu](http://www.dpdwebparcel.lu)
- STEP 4: electronic payment by debit card or credit card or any other payment method offered at that time by our professional partner for electronic payments (Adyen BV), who also undertakes not to use these data for any other purpose than those mentioned in this paragraph.
- STEP 5: After delivery of the order confirmation or invoice (to be kept by the sender as proof), the sender is

to print and firmly apply the label with the unique barcode as provided by DPD on the longest side of the parcel.

- STEP 6: DPD delivers the parcel in a DPD Pick-up Parcelshop, from which it enters into the DPD network. The nearest depot is indicated on the website based on the postal code of the sender.

If the customer has any queries or problems during the procedure, he can always turn to the online DPD services in question. This can be by standard email [webparcel@dpd.be](mailto:webparcel@dpd.be) or [webparcel@dpd.lu](mailto:webparcel@dpd.lu) or by phone +32 (0) 78 15 25 05.

DPD does not accept any shipments that differ from the maximum weight and dimensions. The approximate value is to be indicated per tranche and cannot exceed the amount of € 520. Concerning the nature of the goods, the customer shall select the most appropriate category in which the goods to be shipped fall. If the goods do not fit in any category and the sender indicates the category "other", a pop-up window appears asking to contact the DPD customer service in order to verify whether these goods are prohibited in the DPD system, or fit in another existing category. If a category is not displayed, the list of categories will be adjusted. Due to safety measures, the processing will be interrupted up until the DPD customer service, open during normal office hours, has, after exchange of further information, manually accepted or refused the shipment. Outside office hours, the customer can ask his question by standard email.

#### 3. CONNECTING SERVICES OF TRANSPORT AND DELIVERY

Unless explicitly agreed otherwise, DPD's services as a shipping agent explicitly include:

- On behalf of the customer, the involvement of freight forwarders, the reception of the parcels, their transfer and their delivery by third parties;
- The handover of the parcels to the addressee or another person who is encountered at the delivery address and who is prepared to accept the shipment, by which means DPD fulfils its contractual obligations. After a first unsuccessful attempt to deliver to private addressees, DPD is entitled to deliver the parcel to any neighbor, namely a person close by who lives or works in the addressee's neighborhood, at a reasonably distance by foot, and who is ready to take delivery of the parcel, or to the closest DPD Pick-up Parcelshop, subject to a notification in the letterbox or a sticker at the addressee's address.
- The driver writes down the identity of the person taking delivery next to the signature for delivery, on the basis of the statements made by such person, without the obligation to check the identity of the person.
- The addressee can where relevant change the date and/or place of delivery.
- The return of non-deliverable or non-accepted parcels to the customer;

If the parcel cannot be delivered on the first attempt, the driver will leave a notification at the delivery address indicating the DPD Pick-up Parcelshop to which the parcel will

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be delivered. The parcel will be stored by DPD for 7 calendar days.

If a parcel cannot be delivered, is not accepted by the addressee or not correctly labelled, the parcel is sent back to the customer. If delivery and/or return are not possible due to address errors or missing details, DPD is entitled to open the parcel to determine the name and the address of the customer or addressee. If the parcel still cannot be delivered or returned and is not claimed within a period of 3 months, DPD has the right to freely dispose of the contents of the parcel according to its procedures, without any compensation owed.

#### 4. PARCEL: SIZE – CONTENTS – PACKAGING – EXCLUSIONS OF SHIPMENT

DPD is only bound to take DPD Web Parcel parcels into handling whose labelling, packaging, weight and size satisfy the following specifications, characteristics and conditions. The parcels must:

- be equipped - on the largest side - with a by the sender firmly applied Web Parcel label with the unique barcode provided by DPD. All other shipping labels not concerning the current shipment must be removed or be made unreadable. The label must mention the correct address details of the sender and the addressee. Shipments to post office boxes are excluded;
- have a maximum weight of 20 kg, maximum dimension: 300 cm (total of the shortest side and longest side of the packaging), with a maximum of 100 cm for one side (longest side).
- be suitable for processing in automatic sorting machines and with mechanical transfer; a parcel must be able to at least withstand a diagonal fall test from a height of 80 cm and a pressure of 100 kg;
- be packaged free of crevices, in a leak resistant manner, and in a way that the contents cannot shift inside the packing;
- be sealed in such a way that it is impossible to open the parcel without leaving traces;
- be packaged in such a way that the content is resistant against changes in climatic conditions;
- be packaged in such a way that the items cannot cause any danger to the transport, storage, staff, other transported goods, the vehicle and third parties and their goods.

The following goods are illustrations of goods explicitly excluded from shipment:

- **Every content with a value exceeding € 520.**
- Goods of special value such as precious metals, precious stones, pearls, antiques, works of art, money, deeds, documents, documents representing value, financial instruments (coins, bank notes, foreign currencies, tenders, cheques, credit cards, letters of exchange, bearer securities and other titles), registrations on tenders and documents embodying monetary performance;
- Parcels whose content, transport or external form is in conflict with the legal provisions;
- Weapons and firearms and their parts, as well as replicas thereof;

- Dangerous goods according to ADR legislation (including the prohibition of Limited Quantities Sections 3.3, 3.4 and 3.5) and IATA, perishable goods, foodstuffs and goods requiring refrigeration, narcotic substances, live or dead animals, medical or biological research material, medical waste, human remains, body parts/organs, plants and flowers, funeral urns;
- Hazardous goods;
- Cash on delivery parcels;
- Goods whose import or export is prohibited, or is subject to permits or formalities;
- Any object, although not falling under the aforementioned categories, that could constitute a hazard by its nature or packing to third parties, the health, the environment, the transport systems, the safety of DPD buildings or installations or which could damage other carried parcels;
- Goods with destination one of the islands of any of the authorized countries which are situated within the borders of the European Union (e.g. the Balearic Islands, Corsica, Sardinia, the Isle of Rhé, the Isle of Wight, the Isle of Man, the Island Elba...)
- Goods with destination outside the borders of the European Union (e.g. Martinique Guadeloupe, Ghana, Mayotte, Ceuta, Malilla, the Canary Islands...)

DPD does not have the obligation to check whether a parcel is excluded from shipment, but does retain the right to open a parcel at any time to check its contents. DPD can reject the acceptance or shipment of any parcel and if necessary destroy the parcel to eliminate any hazard.

DPD is not liable in any case for the destruction, delay to, damage or other consequences caused by the customer entrusting a parcel that does not fulfil these conditions. The customer is solely liable and shall compensate DPD in full and indemnify it against all claims by third parties which are the result of submitting such parcels.

#### 5. DELIVERY DATES

The delivery dates mentioned online are not binding, the delivery periods that are stated are merely indicative, and can in no way be regarded as fixed dates.

#### 6. COMPLAINTS AND LIABILITY

In all cases (even with national transport in the Grand Duchy Luxembourg) DPD's liability due to loss or damage is regulated in accordance with the CMR convention. In the event that the concerned party is entitled to an indemnity, apart from a reimbursement of the transport costs, an indemnity for loss or damage of the goods will apply, calculated on the actual value of the goods with a maximum, according to the CMR convention, based on the value per kilogram of the lost or damaged goods x 8.33 x SDR (Special Drawing Rights), daily determined by the International Monetary Fund. This corresponds roughly with € 9 per kilogram.

##### Complaints periods:

- For damage that is visible at delivery, reservation must be made upon delivery.
- Damage that is not visible must be notified in writing no later than seven days after delivery. It is recommended

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that the customer also informs the addressee of this delay.

- A complaint due to the loss of a parcel must be reported within 90 days following receipt by DPD.

A complaint can be submitted by e-mail through [www.dpdwebparcel.be](http://www.dpdwebparcel.be) or [www.dpdwebparcel.lu](http://www.dpdwebparcel.lu). Furthermore, the following must be supplied to DPD: the order confirmation, the label including the parcel number, proof of receipt by the DPD driver or the distribution point (which together form the proof the parcel was handed over), the value of the contents of the parcel and the proof thereof (invoice), the weight of the parcel, and in case of a damaged parcel, photos of the parcel and its contents. The compensation granted, after examination by DPD, will be paid directly to the customer on the account mentioned in the online complaint form, except upon written request of the customer to pay the compensation to the addressee, if the customer provides for the necessary information to do so.

DPD is not responsible in any case for:

- Loss or damage that does not occur between the signing for delivery by the DPD Pick-up Parcelshop and the signature of the addressee;
- Loss or damage resulting from *force majeure* within the meaning of Article 1148 of the Belgian Civil Code;
- Consequential damage, such as deprivation of profits, financial damage and immaterial loss.
- Loss or damage to parcels that are, according to article 4, excluded from shipping. DPD has no obligation to examine the content of the parcels.
- Damage caused by an own defect, an act or omission of the customer, addressee or their employees and representatives.
- Damage to returned goods returned by the sender to the initial seller or distributor of the concerned goods or products.

As provided in the CMR Convention, all claims will be time-barred one year after receipt by DPD of the goods in the event of total loss and one year after delivery in the event of partial loss or visible damage.

#### 7. CLAIM SETTLEMENT PROCEDURE

DPD wishes to exclude every misunderstanding during the settlement of claims and complaints. If the interested party should have any complaint concerning the abovementioned first decision according to the DPD claim settlement procedure, he has the opportunity to address DPD for a second opinion. The documents confirming the rejection of the complaint, with specification of the parcel number, the identity of the interested party and its motivation, can be sent solely via [secondopinion@dpd.be](mailto:secondopinion@dpd.be). If necessary, DPD will reopen its file and examine whether a shortcoming may have occurred during the handling of the first complaint.

##### In Belgium:

In the event that the reconciliation procedure of DPD would not have led to the hoped-for solution, the plaintiff is allowed to complain by letter, fax or email or verbally before the Mediation Service at La Poste, Koningsstraat 97, bus

15 - 1000 BRUSSEL, tel : 02 221 02 20 (N/E), 02 221 02 40 (D) of 02 221 02 30 (F), E-mail [info@omps.be](mailto:info@omps.be) (N/D/E) of [info@smspo.be](mailto:info@smspo.be) (F), website: [www.omps.be](http://www.omps.be), legally established by act of 21 March 1991. The Mediation Service is an independent public institution and an appellate body. Only written complaints will be received. However the service can also be contacted in order to be fully informed on its rights or to follow up an existing file. Complaints will only be received if it is shown that the necessary steps have been taken against DPD prior to the complaint.

##### In Luxembourg:

In the event that the reconciliation procedure of DPD would not have led to the hoped-for solution, the plaintiff is allowed to complain by letter, fax or email or verbally before the 'Institut Luxembourgeois de Régulation', Rue du Fossé 17, L-1536 Luxembourg, tel: (+352) 28 228 228, fax: (+352) 28 228 229, website [www.ilr.lu](http://www.ilr.lu), which has been given jurisdiction over such matters by an Act of 22 December 2012. Only written complaints will be received. However the service can also be contacted in order to be fully informed on its rights or to follow up an existing file. Complaints will only be received if it is shown that the necessary steps have been taken against DPD prior to the complaint.

#### 8. DISPUTES

Have exclusive jurisdiction to hear and rule on all disputes arisen with regard to shipping transactions carried out by DPD:

- For DPD (Belgium): the courts of Mechelen, Belgium.
- For DPD (Luxembourg): the courts of Luxembourg, Grand Duchy Luxembourg.